

**TOWN OF TYRONE**  
**950 Senoia Road**  
**Tyrone, Georgia 30290**  
**Attn: Brandon Perkins, Town Manager**  
**Email: [brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov)**

**SUBJECT: Request for Proposals for Lease of Municipal Real Estate for Telecommunications Tower and Associated Equipment**  
**RFP #TH-2026-01**

**DATE OF RFP RELEASE: June 22, 2026**

**The Town of Tyrone** is soliciting competitive sealed proposals from qualified respondents for the lease of municipal real estate for the purpose of erecting and/or maintaining a telecommunications tower and storing cellular equipment. The site location is 145 Commerce Drive, Tyrone, Georgia 30290 (33.47519469885675, -84.59452800819558).

Attached hereto are the general conditions, specific terms and conditions of any resulting lease that are required by the Town of Tyrone, and format requirements of any proposal (bid) submitted in response to this Request for Proposal (“RFP”). All inquiries and questions regarding this RFP shall be in writing and directed to Brandon Perkins, Town Manager by email to: [brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov).

**The deadline for submission for any questions shall be Monday, July 13, 2026, at 2:00 p.m.** and no questions shall be answered until after the deadline has elapsed. Do not call or email any other employee or elected official seeking answers to questions. If a person or entity violates the prohibition against calling or emailing with questions, the Town of Tyrone reserves the right to immediately remove said person or entity from consideration. Questions and answers will be distributed to all interested parties through a formal written addendum to the RFP prior to the submittal deadline.

**Proposals (bids) are due no later than 2:00 p.m. on Monday, July 27, 2026.** The proposal (bid) must be submitted upon a flash drive with the pdf copy of the proposal (bid) plus one hard copy of the proposal must be enclosed in a sealed envelope clearly marked, “Proposal for Lease of Municipal Real Estate for Telecommunications Tower and Associated Equipment” and delivered to the address below.

**Town of Tyrone Town Hall**  
**Attn: Brandon Perkins, Town Manager**  
**950 Senoia Road**  
**Tyrone, Georgia 30290**  
**[brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov)**

Any proposals (bids) received after the deadline date and time will be returned unopened. Incomplete proposals may not be considered if the omissions are determined to be significant and failure to comply with the written requirements of this RFP may result in disqualification of the proposal. The written proposal documents supersede any verbal or written prior communications between the parties, if any. All respondents will be notified in writing of the award.

**We look forward to your bid and appreciate your interest in the Town of Tyrone.**

# **TOWN OF TYRONE**

## **REQUEST FOR PROPOSAL**

**RE:**

**Lease of Municipal Real Estate for Telecommunications Tower and  
Associated Equipment**

**TH-2026-01**

**SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN**

**Monday, July 27, 2026 at 2:00PM (local time prevailing)**

Town of Tyrone Town Hall  
950 Senoia Road Tyrone,  
Georgia 30290  
Attn: Brandon Perkins, Town Manager  
brandon.perkins@tyronega.gov

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THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE  
THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE  
RESPONSIBILITY OF THE RESPONDENT.

# REQUEST FOR PROPOSALS

Re:

## Lease of Municipal Real Estate for Telecommunications Tower and Associated Equipment

### SECTION I - OVERVIEW

#### 1.0 PURPOSE

The issuance of this RFP constitutes only an invitation to present a proposal (bid). The Town of Tyrone has issued this RFP to solicit proposals of lease terms for the lease of municipal real estate to a qualified corporate respondent that is established to install, own, operate, develop, and improve telecommunications systems and facilities on or about property owned by the Town of Tyrone and located at **145 Commerce Drive, Tyrone, Georgia**. The leased area will consist of approximately .118 acres.

#### 1.1 RFP SCHEDULE AND DEADLINES

The anticipated schedule for the RFP is as follows:

<b>RFP Available</b>	<b>Monday, June 22, 2026</b>
<b>Deadline for questions</b>	<b>Monday, July 13, 2026, at 2:00PM</b>
<b>Proposal deadline/Opening</b>	<b>Monday, July 27, 2026, at 2:00PM</b>

Inquiries and/or proposals received after said time or at any place other than the time and place required herein will not be considered.

#### 1.2 RFP SUBMISSION

The proposal (bid) must be submitted upon a flash drive with a pdf copy of the proposal (bid) plus one hard copy of the proposal and all supplemental documentation must be enclosed in a sealed envelope clearly titled, "Proposal for Lease of Municipal Real Estate for Telecommunications Tower and Associated Equipment," and delivered to the address below. All proposals must clearly bear the Respondent's name and address.

**Town of Tyrone**  
**Attn: Brandon Perkins, Town Manager**  
**950 Senoia Road**  
**Tyrone, Georgia 30290**  
[brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov)

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00 a.m. and 5:00 p.m. ET, Monday through Friday, excluding holidays observed by the Town of Tyrone.

The proposal must be signed by a company officer or agent who is legally authorized to enter into a contractual relationship in the name of the Respondent.

Ownership of all data, materials, and documentation prepared for and submitted in response to this RFP shall belong exclusively to the Town of Tyrone and will be considered a public record and subject to public inspection in accordance with the Georgia Open Record Act, O.C.G.A. § 50-18-70 et. seq. unless otherwise provided by law.

All expenses involved with the preparation and submission of the RFP to the Town of Tyrone, or any work performed in connection therewith is the responsibility of the Respondents.

The Town of Tyrone reserves the right to extend the deadline for submission of proposals, call for new proposals, and to waive any irregularities or informalities in any proposal or in the submittal procedure. Failure to comply with the requirements set forth in this RFP may result in disqualification. Submitted proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing before the submittal deadline. Proposals cannot be changed or withdrawn after the submittal deadline. No handwritten notations or corrections will be allowed.

The Town reserves the right to reject any or all proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the Respondent who, in the Town's sole discretion, is best able to perform the required services in a manner most beneficial to the Town.

### 1.3 INQUIRIES REGARDING RFP

All inquiries and questions regarding this RFP shall be in writing and directed to Brandon Perkins, Town Manager, at the following address and email address:

Town of Tyrone  
Attn: Brandon Perkins, Town Manager  
950 Senoia Road  
Tyrone, Georgia 30290  
[brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov)

The deadline for submission of any questions shall be **Monday, July 13, 2026, at 2:00PM** and no questions shall be answered until after the deadline has elapsed. Do not call or email any other employee or elected official seeking answers to questions. If a person or entity violates the prohibition against calling or emailing with questions, the Town of Tyrone reserves the right to immediately remove said person or entity from consideration. As provided in Section 1.4 below, all questions and answers will be distributed to all interested parties through a formal written addendum to the RFP prior to the submittal deadline.

### 1.4 ADDITIONAL INFORMATION/ADDENDA

The Town of Tyrone will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the submission deadline. Respondents should not rely on any representations, statements or explanations other than those made in this RFP or in

any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Addenda will be published at <https://www.tyronega.gov/bid-items>. **Respondents are encouraged to check this site regularly for immediate access to issued addenda.**

Respondents must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal (see attached document). Proposals which fail to acknowledge the Respondent's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the requirements of this RFP.

#### 1.5 LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered.

#### 1.6 REJECTION OF PROPOSALS

The Town of Tyrone reserves the right to reject any and all proposals if such rejection is deemed to be in the best interest of the Town of Tyrone.

#### 1.7 INVESTIGATION AND EVALUATION OF PROPOSALS

All proposals will be reviewed and evaluated by the Town of Tyrone and an award will be made, if at all, to the responsive and responsible Respondent offering the most advantageous lease terms deemed to be in the best interest of the Town of Tyrone.

The Town of Tyrone may make such investigation as deemed necessary to determine the ability and responsibility of the Respondents to install, maintain, operate, develop, and improve upon a telecommunications tower and any associated equipment and facilities on the municipal property to be leased under this RFP. The Town of Tyrone reserves the right to request clarifications regarding information submitted and to request additional information from one or more Respondents. The Respondents shall cooperate with the Town of Tyrone in such investigation and furnish to the Town of Tyrone all information and data that the Town may require to make such investigation.

#### 1.8 OFFER AND ACCEPTANCE; NEGOTIATIONS

Submission of any proposal indicates acceptance of the same and shall constitute an irrevocable offer for a period of 120 calendar days.

The Town of Tyrone reserves the right to negotiate any and all proposals or parts of proposals in a manner deemed to be in the best interest of the Town of Tyrone.

#### 1.9 ACKNOWLEDGEMENTS

Submission of any proposal is certification that Respondent has fully read and understands this RFP, including the property to be leased, its exclusive purpose, and the required terms and conditions of any resulting lease.

Submission of any proposal is a certification by the Respondent that the proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other person or party in connection with their proposals, and that they have not conferred with any Town of Tyrone employee having official responsibility for this procurement transaction of any payment, loan, subscription, advance, deposit of money, services, or anything of value of more than nominal value, present or promise, unless consideration of substantially equal or greater value was exchanged.

Submission of any proposal is certification that Respondent is not in violation of O.C.G.A. §§ 16-10-2 and 16-10-22 for acts of bribery, and/ or conspiracy in restraint of free and open competition in transactions with state or political subdivisions.

Submission of any proposal is certification that Respondent is not currently debarred from submitting bids or proposals on contracts by any agency of the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia or the federal government.

#### 1.10 GOVERNING LAW AND DISPUTE RESOLUTION

This RFP and any resulting lease shall be governed in all respects by the laws of the State of Georgia, and Respondents and Lessee, shall comply with all applicable federal, state, and local laws, regulations, and ordinances.

All Respondents to this RFP shall hold harmless the Town of Tyrone, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. In the event that this RFP is withdrawn or canceled for any reason, the Town of Tyrone shall have no liability to any Respondent for any costs or expenses incurred in connection with this RFP or otherwise.

Any dispute between the Town of Tyrone, any Respondent, or the Lessee, should be resolved between the two parties without resorting to litigation. In the event that the two parties cannot resolve the conflict, all dispute resolution actions must be pursued within the boundaries of Fayette County, Georgia.

### **SECTION II – DESCRIPTION OF PROPERTY TO BE LEASED**

The street address for the property is 145 Commerce Drive, Tyrone, Georgia 30290. See Exhibit A for the legal description.

### **SECTION III – REQUIRED LEASE TERMS AND SPECIFICATIONS**

The successful Respondent (“Lessee”) will be required to execute a lease that includes in substance, not form, the following terms and conditions. Any lease term, condition, or provision specifically addressed herein is subject to negotiation and should be addressed in any proposal submitted in response to this RFP.

#### 3.0 PURPOSE AND USE OF LEASED PROPERTY

The Lessee shall use the leased property only for the purpose of installing, operating, modifying,

maintaining, developing and removing, at the Lessee's expense, a telecommunications tower or cellular communications service system facility, and/or any other related fixtures necessary to the operations of the telecommunications or cellular communications service system facility on or about the Lilly Water Tank; and further, that the equipment shelter will only be used for the storage of equipment necessary for such operations.

Such telecommunications or cellular communication service system facility must be secured and maintained in a manner as to address any safety and aesthetic issues raised by the Town of Tyrone.

### 3.1 LEASE TERMS

The term of the lease and the option of a renewal term are negotiable under this RFP; however, pursuant to Georgia law, the initial term of the resulting lease may not exceed ten (10) years and the renewal term, if any, may not exceed one term of no more than ten (10) years.

### 3.2 NON-INTERFERENCE

The Lessee shall use the leased property in a manner which will not disturb the Town of Tyrone's operations.

Moreover, any cellular communication systems' transmitters and receivers' frequencies shall not interfere with local radio, TV, Coast Guard, local and regional public safety, national defense or other similar operations.

### 3.3 TELECOMMUNICATIONS OPERATIONS

The Lessee shall furnish a plan and description of all equipment to be installed, which shall be approved by the Town of Tyrone prior to the installation and any material alterations of the Town of Tyrone's equipment on the property.

The Lessee shall be required to obtain all permits necessary to meet all applicable federal, state, and local statutes, bylaws, and regulations as well as any and all license(s) required by any and all applicable federal, state, and local statutes, bylaws, and regulations to operate a telecommunications tower or cellular communications service system facility on the property. The Lessee must furnish a copy of such permits and licenses to the Town of Tyrone within thirty (30) days of any such request by the Town of Tyrone.

The Lessee will be responsible for all costs associated with the installation, maintenance, operation and insurance of equipment and facilities. All work conducted on the property must be performed in a good and workmanlike manner, and in a manner that will not adversely affect the property, including, but not limited to, the structural integrity and maintenance of the property or any existing structure on the property, or in a manner that will cause any other damage to the property or structures located on or about the property.

### 3.4 911 SYSTEM RADIO EQUIPMENT

The Lessee shall provide sufficient space on the telecommunications tower for the Fayette County 911 Center to install/maintain radio equipment/antennas for the proper operation of the county-wide

public safety radio system at no cost to Fayette County or The Town of Tyrone.

### 3.5 EXISTING TELECOMMUNICATIONS INFRASTRUCTURE

The Respondent acknowledges that telecommunications infrastructure is currently located on the leased premises and is owned by the existing tenant.

Title to all existing tower structures, equipment, and improvements shall remain with the current owner unless otherwise negotiated between private parties.

In the event a Respondent other than the current tenant is awarded the lease, the Town will coordinate a reasonable transition period, consistent with the expiration of the current lease, to allow removal of existing improvements in accordance with the terms of the existing lease.

Respondents shall include in their proposal a transition plan addressing how the site will be prepared for installation of new facilities if applicable.

Nothing herein shall be construed to grant preferential treatment to any Respondent.

### 3.6 ADVANCED PAYMENT

The Lessee shall make an advanced payment, due within thirty (30) days of receipt of notice of award of the lease. The amount of the advanced payment is negotiable under this RFP.

### 3.7 REMOVAL OF PROPERTY

The Lessee shall be required to remove all telecommunications or cellular communications service system equipment, facilities, and associated fixtures and apparatuses, and return the leased property to its original condition within sixty (60) days of the expiration or termination of the lease, unless otherwise determined by the Town of Tyrone. Title to all cellular and ventilation equipment will remain with Lessee at such time Lessee vacates the site.

### 3.8 DEFAULT AND TERMINATION

The Town of Tyrone shall reserve the right to terminate the lease for cause, including but not limited to, failure by the Lessee to fulfill its obligations under the lease or under applicable laws, regulations, bylaws, codes or permits, and the Lessee agrees to reimburse the Town of Tyrone for all costs associated with the enforcement of said lease, including but not limited to all attorneys' fees and court costs.

### 3.9 LIABILITY INSURANCE

The Lessee shall procure and maintain in force and effect throughout the term of the lease, a commercial general liability insurance policy. Said liability insurance shall be in an amount not less than \$1,000,000.00, no aggregate, combined single limit per occurrence of bodily injury and property damage liability. For all policies, the Lessee shall name the Town of Tyrone and its officers, council members, employees and agents as an additional insured, and shall provide for a thirty (30) day

written notification to the Town of Tyrone in the event of cancellation or material changes to the policy or policies.

The Lessee must furnish a Certificate of Insurance and copies of policies to the Town of Tyrone within thirty (30) days from the receipt of notice of award of the lease.

### 3.10 INDEMNIFICATION

The Lessee shall assume sole responsibility and liability for any injury to person or property caused by any act or omission of any person while on the property, and shall agree to indemnify and hold harmless the Town of Tyrone and its officers, council members, employees and agents from and against any and all claims, demands, actions, and causes of action brought by any person.

Moreover, the Lessee must agree to indemnify and hold harmless the Town of Tyrone and its officers, council members, employees and agents from any and all claims, suits, demands, actions, and cause of actions arising out of any improvements to the property or any indebtedness or obligations incurred by the Lessee in making such improvements.

### 3.11 ASSIGNMENT, SUBLETTING, ENCUMBRANCES

The Lessee shall not assign or transfer any interest in the lease or sublease any part of the lease without prior written notice and written approval of the Town of Tyrone.

The Lessee shall not mortgage or pledge the property, lease or contract the property as security for any debt, or incur any encumbrance that could result in a lien or claim of lien against the property, lease, or contract.

### 3.12 FORCE MAJEURE

Neither party shall be in default under this lease to the extent that performance of its obligations is delayed or prevented by reason of any act of God, fire, natural disaster, flood, earthquake, epidemic, pandemic, governmental action, regulatory change, act of war or terrorism, or other cause beyond the reasonable control of such party and not due to the fault or negligence of such party (each, a "Force Majeure Event"). The party claiming a Force Majeure Event shall provide written notice to the other party as soon as reasonably practicable following the occurrence of such event, describing the nature and expected duration thereof. Obligations shall resume as soon as the Force Majeure Event has ceased. Nothing in this provision shall excuse the Lessee from its obligation to pay rent as and when due.

### 3.13 CONDEMNATION AND EMINENT DOMAIN

If all or any portion of the leased premises is taken or condemned by any governmental authority exercising the power of eminent domain, the lease shall terminate as to the portion so taken upon the date title vests in the condemning authority. If such taking materially impairs the Lessee's ability to use the leased premises for the purposes set forth herein, either party may terminate this lease upon thirty (30) days' written notice to the other party. In the event of any taking, the Town of Tyrone shall be entitled to receive the entire condemnation award attributable to the leased

premises and improvements thereon. The Lessee may separately pursue any award to which it may be entitled for the value of its personal property, equipment, and relocation costs, provided such claim does not diminish the award payable to the Town of Tyrone.

### 3.14 HOLDOVER

If the Lessee fails to surrender the leased premises and remove all equipment and improvements within sixty (60) days following the expiration or earlier termination of this lease as required by this RFP and the resulting lease agreement, the Lessee shall be deemed a holdover tenant on a month-to-month basis at a monthly rental rate equal to one hundred fifty percent (150%) of the monthly rent in effect during the final month of the lease term, unless the Town of Tyrone expressly agrees in writing to different terms. The Town of Tyrone's acceptance of any holdover rent payment shall not constitute a waiver of its right to require the Lessee to vacate and remove all improvements from the leased premises. Nothing herein shall limit the Town's right to pursue all available legal remedies, including injunctive relief and recovery of costs and damages, arising from the Lessee's failure to timely vacate.

## **SECTION IV – PROPOSAL FORMAT**

### 4.0 PROPOSAL FORMAT, GENERALLY

Respondents are required to prepare their proposals in accordance with the instructions outlined in this section. Respondents whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the Town of Tyrone. Instructions relative to each part of the proposal submission are addressed in the remainder of this section. All narrative components of the submission should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

The submission must include, at a minimum, each of the following:

1. Cover Letter;
2. Proposal, in narrative form, addressing and describing, in as much detail as possible:
  - a. Company Background;
  - b. Company Qualifications; and
  - c. Technical Capabilities and Intentions;
3. Three References;
4. Respondent's most recent audited public Financial Statement; and
5. Submission Forms, titled and attached hereto as follows:
  - A. Execution of Proposal;
  - B. Addenda Acknowledgment;
  - C. Georgia Security and Immigration Compliance Act Affidavit; and
  - D. Lease Terms Summary Sheet.

#### 4.1 COMPANY BACKGROUND AND QUALIFICATIONS

As a distinct section of the proposal, Respondents should provide a brief narrative description of the Responding company's size, organizational structure, and mission statement. Respondent should state how long the company has been in business, the location of its central office and any satellite offices, and indicate whether the Respondent has had a prior telecommunications or cellular communications service system facility lease with the Town.

Respondents must attach to the proposal, as exhibits thereto, evidence that the company is authorized to do business in the State of Georgia. Respondents should feel welcome to supplement the proposal, as exhibits thereto, any relevant Articles of Incorporation, bylaws, or other similar documentation demonstrating the legitimacy and success of the Respondent entity.

#### 4.2 QUALIFICATIONS

As a second distinct section of the proposal, Respondents should state their qualifications sufficient to set them apart from others in the telecommunications industry. Such information may include, but is not limited to, the number of clients currently served by the company, a summary of Respondent's direct experience with similar leases and telecommunications towers currently in operation and/or other similar facilities constructed and installed by Respondent in the last five (5) years.

Respondents should highlight Respondent's technical expertise and capabilities pertinent to the installation, maintenance, and ongoing operations of the intended telecommunications tower or cellular communications service system facility to be installed on the leased property.

Respondents must attach to the proposal, as exhibits thereto, a copy of Respondent's professional licenses, accreditations, permits, or other certifications necessary to install and operate such a telecommunications facility on the leased property.

#### 4.3 TELECOMMUNICATIONS EQUIPMENT DESIGNS AND INTENTIONS

As a third distinct section of the proposal, Respondents should provide a narrative description of the intended telecommunications tower, any connecting systems for equipment to be installed on the property, and any equipment and appurtenance plans, designs or specifications related to the telecommunications towers, including any site area landscaping intentions, designs, and specifications or any intentions of improvements or modifications to the leased property.

Respondents should provide information on the type and strength of any cellular communication systems' transmitters and receivers' frequencies or any other technical information regarding the Respondents' proposed intentions on the property, as well as any special needs required of the property or of the Town of Tyrone, if any.

Respondents should attach, as exhibits to the Proposal, any drawings or supplemental information regarding the technical intentions, designs, and needs of Respondent on the property.

#### 4.4 CLIENT REFERENCES

Respondents should provide at least three (3) references from lessors or individuals holding a close legal or business relationship of similar nature as that described and intended by this RFP. Information should include at the minimum: name of reference, name of agency or entity, address, telephone, and e-mail.

### **SECTION V: COMPARATIVE EVALUATION CRITERIA**

The Town of Tyrone intends to evaluate proposals using, as a general guide, the Comparative Evaluation Criteria set forth below:

#### 5.0 FINANCIAL PROPOSAL (60%):

Financial proposals will be evaluated based on total financial benefit to the Town over the full initial lease term, including:

- Starting annual base rent;
- Annual escalation rate;
- Total projected lease value over the initial term; and
- Any additional revenue participation.

Proposers shall clearly state the proposed starting annual base rent and annual escalation.

Proposers shall also include a calculation of total lease payments due over the initial term based on the proposed base rent and annual escalation.

Financial proposals will be scored as follows:

#### **Highly Advantageous**

Proposals demonstrating strong market-aligned valuation with a competitive starting annual base rent and a minimum 3% annual escalation that reflects meaningful appreciation in lease value over the full term.

#### **Advantageous**

Proposals demonstrating substantial improvement over the current lease, with a starting annual base rent and escalation rate that reflect a favorable long-term financial benefit to the Town.

#### **Marginally Advantageous**

Proposals providing limited improvement over the current lease, with a starting annual base rent or escalation rate that does not reflect meaningful appreciation in lease value over time.

#### **Unacceptable**

Proposals that fail to reflect meaningful improvement over current lease terms or that offer a starting annual base rent and escalation rate that do not serve the financial interests of the Town.

The Town reserves the right to consider total projected lease value over the initial term and renewal

periods when evaluating proposals.

#### 5.1 ADVANCE PAYMENT (15%)

Proposers shall indicate the amount of advance rental payment offered upon execution of the lease.

##### **Highly Advantageous**

Advance payment equal to twelve (12) months or more of proposed base rent.

##### **Advantageous**

Advance payment equal to nine (9) to eleven (11) months of proposed base rent.

##### **Marginally Advantageous**

Advance payment equal to six (6) to eight (8) months of proposed base rent.

##### **Unacceptable**

Advance payment of less than six (6) months of proposed base rent.

The Town reserves the right to consider advance payment in conjunction with total lease value and long-term financial benefit.

#### 5.2 PROFESSIONAL QUALIFICATIONS (10%):

##### **Highly Advantageous**

Demonstrated experience with municipal tower ground leases, strong financial capacity, proven record of constructing and operating telecommunications infrastructure, and demonstrated ability to maximize colocation opportunities.

##### **Advantageous**

Demonstrated experience constructing and operating telecommunications infrastructure with adequate financial capacity.

##### **Marginally Advantageous**

Limited relevant experience or limited financial capacity.

##### **Unacceptable**

Insufficient experience, resources, or qualifications.

#### 5.3 RESPONSIVENESS AND COMPLIANCE HISTORY (10%)

##### **Highly Advantageous**

Demonstrated history of responsiveness, timely communication, compliance with lease obligations, and cooperative working relationship with municipal staff.

##### **Advantageous**

Generally responsive and cooperative with municipal partners.

**Marginally Advantageous**

Inconsistent responsiveness or limited cooperation.

**Unacceptable**

Documented history of non-responsiveness, non-compliance, or adversarial conduct.

5.4 TRANSITION AND SITE PLAN (5%)

Proposers shall provide a detailed plan describing how telecommunications services will be maintained or implemented on the site, including construction, transition timing, and minimization of disruption to the Town and surrounding area.

**Highly Advantageous**

Proposal demonstrates a clear, feasible plan that minimizes disruption to the site and surrounding properties, maintains continuity of service where applicable, and provides a realistic timeline for implementation or transition.

**Advantageous**

Proposal provides a workable transition or construction plan with manageable impacts to the site and surrounding properties.

**Marginally Advantageous**

Proposal provides limited detail regarding transition or construction impacts.

**Unacceptable**

Proposal lacks a viable transition or implementation plan.

## **Exhibit A**

### **Description of Leased Premises**

All that tract or parcel of land lying and being located in Land Lot 139, 7th District, Fayette County, Georgia, containing 4900 square feet, more or less, as shown on a plat of survey prepared for Grid Towers, LLC. by Tibbitts Land Surveying, Inc., James G. Secrist, Georgia RLS No. 2526, dated September 30, 1998, and being more particularly described as follows:

Begin at a point located at the intersection of the easterly right of way line of Highway 74 (having a 60 foot right of way) and run 573.77 feet in an easterly direction along the southwesterly right of way line of Commerce Drive (having a 50 foot right of way) to a point, run thence N 35° 00' 11" E a distance of 14.95 feet to a point; run thence S 49° 31' 00" E a distance of 184.78 feet to a point; run thence S 43° 05' 36" E a distance of 46.55 feet to a point; run thence S 12° 09' 06" E a distance of 39.84 feet to a point; run thence S 09° 17' 18" W a distance of 53.19 feet to a point; run thence S 15° 06' 58" W a distance of 49.81 feet to a point; run thence S 18° 27' 16" W a distance of 83.99 feet to a point; run thence S 31° 02' 08" W a distance of 141.70 feet to a point and the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING thus established, run thence N 88° 37' 44" W a distance of 46.98 feet to a point; run thence S 01° 22' 16" W a distance of 70.00 feet to a point; run thence S 88° 37' 44" E a distance of 70.00 feet to a point; run thence N 01° 22' 16" E a distance of 70.00 feet to a point; run thence N 88° 37' 44" W a distance of 23.02 feet to the true point of beginning.

TOGETHER WITH a 20 foot ingress/egress and utility easement from the northeasterly right of way of Commerce Drive to the Leased Premises located in said Land Lot, Fayette County, Georgia, as shown on a plat of survey prepared for (Grid Towers LLC. by Tibbitts Land Surveying, Inc., James G. Secrist, Georgia RLS, No. 2586, dated September 30, 1998, and being more particularly described as follows:

Begin at a point located at the intersection of the easterly right of way line of Highway 74 (having a 60 foot right of way) and run 573.77 feet in an easterly direction along the southwesterly right of way line of Commerce Drive (having a 50 foot right of way) to a point, run thence N 35°, 00' 11" E a distance of 14.95 feet to a point and the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING thus established, run thence S 49° 31' 00" E a distance of 184.78 feet to a point; run thence S 43° 05' 36" E a distance of 46.55 feet to a point; run thence S 12° 09' 05" E a distance of 39.84 feet to a point; run thence S 09° 17' 18" E a distance of 53.19 feet to a point; run thence N 15° 06' 58" W a distance of 49.81 feet to a point; run thence S 18° 27' 16" W a distance of 83.99 feet to a point; run thence S 31° 02' 08" W a distance of 141.70 feet to a point; run thence S 88° 37' 44" E a distance of 23.02 feet to a point; run thence N 31° 02' 08" E a distance of 132.52 feet to a point; run thence N 18° 27' 16" E a distance of 86.78 feet to a point; run thence N 15° 06' 58" E a distance of 51.42 feet to a point; run thence N 09° 17' 18" E a distance of 58.00 feet to a point; run thence N 12° 09' 06" W a distance of 49.16 feet to a point; run thence N 43° 05' 36" W a distance of 53.21 feet to a point; run thence N 49° 31' 00" W a distance of 187.82' to a point; run thence S 35°, 00' 11" W a distance of 20.09 feet to the true point of beginning .

## Exhibit B

Certificate of Title File No. 1062-378  
Sprint/Commerce Drive, Fayette County, Georgia  
Cascade fAT03XC379-D/HNZW File No. 1704-1146  
October 5, 1998

All that tract or parcel of land, lying and being in Land Lot 139 of the 7th District of Fayette County, Georgia, and being those lands described in a Plat of survey by Koons, Wood, Moore and Shimshiok, Registered engineers, for Alton Brown dated 3-16-89 revised 6-19-90 and being more particularly described as follows:

BEGINNING at a point on the Southerly Right-of-Way of Commerce Drive (50' R/W) situated 573.77 feet as measured Southeasterly from the intersection of said right-of-way line with the Southeasterly right-of-way line of Senoia Road, formerly known as State Route 74 (80' R/W); thence run North 34 degrees 19 minutes 27 seconds East 50 feet to a point: thence North 47 degrees 21 minutes 57 seconds East, 310.00 feet to an iron pin found; thence North 11 degrees 12 minutes 26 seconds West, 80.89 feet to a point; thence North 89 degrees 05 minutes 25 seconds East, 603.66 feet to an iron pin; thence South 02 degrees 12 minutes 31 seconds East, 175.62 feet to an iron pin: thence South 41 degrees 33 minutes 56 seconds West, 1140.43 feet to an iron pin; thence North 64 degrees 44 minutes 48 seconds West, 128.62 feet to an iron pin; thence North 00 degrees 41 minutes 50 seconds East, 305.15 feet to an iron pin; thence South 89 degrees 24 minutes 58 seconds East, 14.22 feet to an iron pin; thence south 88 degrees 58 minutes 33 seconds East, 27.05 feet to a fence corner and an iron pin set; thence North 16 degrees 02 minutes 28 seconds East, 199.88 feet to an iron pin set and fence corner; thence North 87 degrees 23 minutes 37 seconds West, 70.11 feet to an iron pin; thence North 61 degrees 11 minutes 26 seconds West, 69.52 feet to an iron pin; thence North 00 degrees 46 minutes 21 seconds East, 121.77 feet to an iron pin; thence South 55 degrees 36 minutes 21 seconds East, 17.79 feet to an iron pin which is the Point of Beginning. Said tract containing 11.265 acres according to said survey.

## **Required Forms for Submission**

## EXECUTION OF PROPOSAL

**Re: Town of Tyrone**

**Lease of Municipal Real Estate for Telecommunications Tower and Associated Equipment**

Page 1 of 2

The potential Respondent certifies the following by placing an "X" in all blank spaces:

- \_\_\_ That this proposal was signed by an authorized representative of the firm.
- \_\_\_ That the potential Respondent agrees to the conditions as set forth in this Request for Proposal with no exceptions, except as mutually agreed to by the Respondent and Town.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within one hundred twenty (120) days from the date of the opening, to enter into a binding lease agreement with the Town of Tyrone under terms and conditions consistent with the terms and conditions as set forth in this RFP and the terms and conditions proposed by the Respondent in response to this RFP. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract.

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will use the leased property only for the uses and purposes as described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this RFP, I/we guarantee and certify that all items included in my proposal meet or exceed all requirements described in this RFP.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Contractor.

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Printed Name of Respondent Company

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Address

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Phone

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Fax

[SIGNATURES CONTINUE TO FOLLOWING PAGE]

**EXECUTION OF PROPOSAL**

**Re: Town of Tyrone**

**Lease of Municipal Real Estate for Telecommunications Tower and Associated Equipment**

Page 2 of 2

\_\_\_\_\_  
Email

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name & Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**ADDENDA ACKNOWLEDGEMENT**

**Re: Town of Tyrone**

**Lease of Municipal Real Estate for Telecommunications Tower and Associated Equipment**

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The Respondent has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

\_\_\_\_\_  
Authorized Representative  
(Signature)

\_\_\_\_\_  
(Date)

Respondents must acknowledge any issued addenda. Proposals which fail to acknowledge the Respondent's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

**Re: Town of Tyrone**

**Lease of Municipal Real Estate for Telecommunications Tower and Associated Equipment**

Name of Contracting Entity: \_\_\_\_\_  
Contract No. and Name: \_\_\_\_\_  
Contract Date: \_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Town of Tyrone has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b). The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Town of Tyrone at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/E-Verify User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
By: Authorized Officer or Agent  
(Name of Person or Entity)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
[Notary Seal]

Notary Public

My Commission Expires: \_\_\_\_\_

\* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

## Lease Terms Summary Sheet

Re: Town of Tyrone

Lease of Municipal Real Estate for Telecommunications Tower and Associated Equipment

(Page 1 of 2)

TO: The Town of Tyrone:

FROM: The undersigned, hereinafter called the "Respondent," organized and existing under the laws of the State of \_\_\_\_\_, and doing business under the name of

\_\_\_\_\_  
(Name of corporation; partnership; or an individual).

The Respondent proposes to lease the designated space under terms and conditions specified in the Town of Tyrone's Request for Proposals for the following Annual Lease Payment, which shall be paid in monthly installments and increased annually by the following Annual Lease Payment Increase Percentage of the preceding Annual Lease Payment amount. The Respondent further proposes the following Advance Payment Amount, an amount representing the final respective months of lease payments due under the proposed lease.

ANNUAL LEASE PAYMENT: \$ \_\_\_\_\_

Annual Lease Payment in words: \_\_\_\_\_.

ANNUAL LEASE PAYMENT INCREASE PERCENTAGE (PIP): \_\_\_\_\_%

Annual Lease PIP in words: \_\_\_\_\_.

ADVANCED PAYMENT: \$ \_\_\_\_\_

Advanced Payment in words: \_\_\_\_\_.

INITIAL LEASE TERM: \_\_\_\_\_ years.

Initial Lease Term in words: \_\_\_\_\_.

RENEWAL TERM? YES NO If yes, \_\_\_\_\_ years.

Renewal Lease Term in words: \_\_\_\_\_.

[SIGNATURES ON FOLLOWING PAGE]

## Lease Terms Summary Sheet

**Re: Town of Tyrone**

**Lease of Municipal Real Estate for Telecommunications Tower and Associated Equipment**

(Page 2 of 2)

This Lease Terms Summary Sheet must bear the signature of the Respondent or the authorized agent of Respondent. If the Respondent is a corporation or a partnership, a duly authorized officer of such corporation or partnership must sign the proposal, as it is reflected in the foregoing Lease Terms Summary Sheet.

\_\_\_\_\_  
Printed Name of Respondent

\_\_\_\_\_  
Printed Address of Respondent

By: \_\_\_\_\_  
Authorized Signature of Respondent

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title of Person Signing the proposal

\_\_\_\_\_  
Phone